

U.S. Embassy Ulaanbaatar
Denver Street #3
11th Micro District
Ulaanbaatar 14190
Mongolia

April 7, 2022

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19MG1022Q0006

The Embassy of the United States of America invites you to submit a quotation for New Embassy Compound (NEC) Fence Project. NEC located at 18th Khoroo, Khan-Uul District, Ulaanbaatar, Mongolia.

The Embassy intends to conduct a pre-quotation conference at the site, and all prospective offerors who have received a solicitation package will be invited to attend. The pre-quotation conference will be held on 14 April 2022 at 9:00AM (local time) at the NEC site and on 14 April at 11:00AM at the U.S. Embassy in Ulaanbaatar Mongolia. Prospective offerors/quoters should contact Procurement Unit emailing to Ulaanbaatar-Procurement@state.gov for additional information or to arrange entry to the building.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed for 19MG1022Q0006" to the Adam Starr-King, Contracting Officer of the US Embassy Ulaanbaatar, Denver Street #3, 11th Micro District, Ulaanbaatar 14190, Mongolia before **17:00, 9 May 2022**. No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Pricing
3. Section 5, Representations and Certifications and ensure compliance with FAR 52.229-11 is completed with IRS Form W-14 found at www.irs.gov/w14
4. Additional information as required in Section 3

Given the independent government cost estimate, all interested offerors must be registered and in good standing with the System for Award Management (SAM) in order to be considered.

Direct any questions regarding this solicitation to Ulaanbaatar-Procurement@state.gov by email during regular business hours.

Sincerely,

Adam Starr-King
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19MG1022Q0006		
						6. SOLICITATION ISSUE DATE April 07, 2022		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Adam Starr-King, Contracting Officer			b. TELEPHONE NUMBER (No collect calls) 7007-6169		8. OFFER DUE DATE/ LOCAL TIME 17:00, May 9, 2022	
9. ISSUED BY US Embassy Ulaanbaatar Denver Street #3 11th Micro District Ulaanbaatar 14190 Mongolia				10. THIS ACQUISITION IS				
				<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE:___ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS				
				<input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB				
				<input type="checkbox"/> 8 (A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO US Embassy Ulaanbaatar Denver Street #3 11th Micro District Ulaanbaatar 14190, Mongolia				16. ADMINISTERED BY Adam Starr-King, Contracting Officer				
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY US Embassy Ulaanbaatar Financial Management Officer Denver Street #3 11th Micro District Ulaanbaatar 14190, Mongolia						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
		23. UNIT PRICE		24. AMOUNT				
		See continuation sheet (Use Reserve and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Adam Starr-King		31c. DATE SIGNED April 07, 2022		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p>NEC Fence Project</p> <p>See Section 1 to complete Pricing</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19MG1022Q0006
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is to for Fencing Project for New Embassy Compound (NEC) in accordance with Statement of Work (SOW).
- B. The contract will be a firm fixed price one time Purchase Order from the date of the contract award.

II. PRICING

Pricing is for a firm fixed price one time Purchase Order, without options. All offerors must complete following pricing table and submit total price including VAT, if applicable. Pricing must be in local currency MNT (Mongolian Tugrik).

Option 1: Using exact items as specified in the Construction Specifications of the SOW.

Description	Unit of Measure	Unit Price	Total Price
A. Material & Equipment			
A.1 Material			
A.2 Equipment			
A.3			
B. Direct Labor			
B.1 Labor			
B.2			
B.3			

C. Other Direct Costs			
C.1 Transportation			
C.2 Equipment rentals			
C.3 Fence Removal			
C.3 Fence Disposal			
TOTAL COST			
VAT			
GRAND TOTAL			

Option 2: Using alternative materials (contractor shall include technical specifications of proposed alternative materials)

Description	Unit of Measure	Unit Price	Total Price
A. Material & Equipment			
A.1 Material			
A.2 Equipment			
A.3			
B. Direct Labor			
B.1 Labor			
B.2			
B.3			

C. Other Direct Costs			
C.1 Transportation			
C.2 Equipment rentals			
C.3 Fence Removal			
C.3 Fence Disposal			
TOTAL COST			
VAT			
GRAND TOTAL			

III. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period.

The US Embassy VAT registration number is 0002453

CONTINUATION TO SF-1449,
RFQ NUMBER 19MG1022Q0006
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

I- INTRODUCTION:

It is the intention of the United States Embassy Ulaanbaatar to complete a fence construction project at the New Embassy Compound (NEC) located at 18th Khoroo, Khan-Uul District. The works, in general, requires the supply and installation of: Chain link fence to secure approximately 40,000 square meters of land located at 18th Khoroo, Khan-Uul District.

II- Project Location:

The NEC located at 18th Khoroo, Khan-Uul District, Ulaanbaatar, Mongolia.

III-PURPOSE OF THE PROJECT AND GENERAL REQUIREMENTS

The contractor shall perform all specified work required for the supply and installation of the following services listed above on Section I.

1- General requirements:

1-01 Intent:

The purpose of the specifications is to provide a standard for the material and construction requirements of the requested works. The spirit as well as the letter of the specification shall be followed, and all the work shall be executed to the true intent and meaning of these specifications. All works shall be in strict accordance with this statement of work, applicable drawings, local regulations, and building codes.

1-02 Discrepancies and omissions:

It is the responsibility of the contractor, to inform the contracting officer (CO) or the contracting officer representative (COR) of any discrepancies in the specifications before signing the contract, default of which will make him responsible for any errors or omissions in the specifications even though these have been approved by the Embassy. All costs incurred by any changes or alterations necessitated by any errors or omissions shall be on the contractor's own expense without having the right to ask for any indemnity.

1-03 Quality of equipment, material and workmanship:

All equipment and materials provided by the contractor shall be new, free from defects and of the same type, standard and quality as set forth in the specifications. Equipment and materials of similar application shall be of the same manufacturer unless otherwise specified. The contractor's

employees responsible for the work shall be qualified technicians equipped with proper tools and having previous experiences in similar applications.

2-General notes:

2-01 NEC (NEC) area estimate:

Contractor shall verify in field all indicated dimensions and the area of the NEC. The measurement stated in this SOW is an estimated figure. The U.S. Embassy will not be held liable for any inaccurate measurements in the quotes.

All surveys, images, drawings and photographic materials attached to this SOW are for information purposes only. The Contractor shall perform their own survey of the site and verify all existing conditions prior to submitting a proposal.

2-02 Debris:

An existing fence surrounds the property. The Contractor will be responsible for removing the existing fence. All debris resulting from the removal and installation works shall be removed from the property grounds and legally disposed of at a designated facility by the Contractor for the debris generated during the works, unless otherwise requested by the COR.

The Contractor shall ensure that by the end of each working day the site shall be cleaned.

2-03 Working hours:

Normal working hours will be from 0800 to 1600 (local Ulaanbaatar time), Monday through Friday. All work hours falling outside the normal working hours range must be approved in advance.

2-04 Change orders:

All costs incurred by any changes or alterations necessitated by any errors or omissions shall be at the contractors' own expense without having the right to ask for any indemnity.

2-05 Warranty:

The workmanship warranty shall be valid for ten (10) years after the final inspection. Material manufacturer's warranty shall be for ten (10) years. During the warranty period, the Contractor shall repair or replace, free of charge, any occurring defects or ensuing damages. If the Contractor fails to do so after receipt of a written request to that effect, the Government may have such discrepancies remedied at the Contractor's expense.

3- Security Requirements

3-01 Security procedures:

The Contractor shall comply and abide to the US Embassy and United State Government (USG) security regulations and procedures.

3-02 Technicians, machinery drivers, and laborers:

The Contractor shall provide the names and copies of identity cards for all technicians, machinery drivers and laborers working under this contract to the Facility Management office. Any addition of the list must allow for necessary security checks before they can join the project team. All Contractor personnel will be required to submit a photo ID before receiving access approval.

3-03 Material, equipment, and tools:

The material, equipment and tools shall be inspected by the embassy security guards prior to the admittance to the compound. Trucks with bulky materials will be inspected before access to the compound.

4 - On site Safety

4-01 Work plan:

All work plans must contain the proper control measures to prevent injury to personnel and/or damage to equipment and environment. The Contractor must provide written work plans to Facilities Maintenance section prior to the start of any work. The Contractor must provide in writing the name of the person/persons responsible for on-site safety (the person can be the project manager) for the duration of the project.

4-02 Hazard control:

Contractor shall provide a hazard control document for the works to be executed which will be submitted to the Contracting Officer Representative (COR.) Method statement and risk assessment documents shall be submitted to the Assistant Post Occupational Safety and Health Officer (APOSHO) for approval before commencing works.

4-03 PPE:

Contractor shall provide all personnel protective equipment (PPE) including, hard hats, safety boots, glasses, ear plugs, earmuffs etc.) for all contract employees. All workers on site shall be dressed properly and follow the embassy's safety rules and regulations.

4-04 Safety violations:

The Contractor and their work crew shall abide by all Safety measures and protocols. The Contractor is solely responsible for any delays caused by safety violations. Any delay due to safety violations shall not in any case be compensated by the USG.

IV – CONSTRUCTION SPECIFICATIONS

5 - Construction Specifications:

5-01 Project drawing:

This will involve the supply of the chain link fence system and the installation of the fence system to secure the NEC which is approximately 40,000 Square meters in size.

Contractor shall be required to provide a site plan showing the layout of the fence location, with exact dimensions, locations of the gates and opening sizes, cleared area, elevation of fence, gates footings and details of attachments. The Specifications and technical details for the installation shall be stated under installation and technical specifications.

Attached is an example fence section drawing showing the connections of the accessories for the chain link fence by the manufacturer.

5-02 General description of works:

Contractor shall furnish the chain link fence system with all accessories; Contractor shall also provide a signed manufacturer's material certification that the products follow the current ASTM standards.

The project will involve the installation of the galvanized steel posts which will act as the framework for the chain link fence system. The galvanized posts shall be spaced at distance not less than **3.05 meters** center to center (specifications stated under manufacturers technical specifications) and the height of the galvanized posts shall not be less than 2.75 meters as stated in the technical specification.

The posts shall be embedded below the Natural Ground Level (NGL), depth and the grade of the concrete footing are given in the technical specifications. The chain link fabric will be attached to the vertical posts and shall not be less than 2.75 meter, above the 2.75 meters chain link fence system,

Contractor shall furnish and install three (3) strands of zinc coated steel barbed wire; the barbed wire installed shall comply with ASTM A121. The fence shall be grounded according to standards (specification of grounding stated below) Contractor shall provide galvanized double swing gates or sliding gates with all accessories for the compound.

The width of each of the gate opening shall be approximately 4.35 meter (12 foot) wide and the width should be able to accommodate heavy duty trucks. The gates shall be located at existing curb cuts on the **East and North sides of the NEC.**

5-03 Chain link fence:

Steel chain link fence fabric shall not be less than 2.75 meters high. Mesh and wire size: 50mm (2") mesh, 3.76mm diameter (9 gauge) wire. Zinc-Coated Fabric: Fabric shall comply with ASTM A392, with zinc coating applied to steel wire before weaving according to ASTM A817. Fabric shall be Type II, zinc coated (hot dip galvanized) with a minimum zinc coating of 1.20 oz/ft² (366 g/m²). Provide selvages twisted at the top of fence and knuckled at bottom of fence.

5-04 Fence framework:

Framework shall be standard weight, Schedule 40, hot dip galvanized round steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. (0.55-kg/sq. m) zinc, and the following requirements:

5-04.1 Corner, End and Pull Posts shall be equivalent to a minimum of 73 mm (2-7/8 inch) O.D galvanized Schedule 40. Pull posts shall be used at all abrupt changes in grade and at intervals no greater than 152 meters (500 feet). On runs over 152 meters (500 feet), pull posts shall be evenly spaced between corner and end posts.

5-04.2 Line Posts shall be a minimum of 60.3 mm (2-3/8 inches) O.D galvanized Schedule 40 steel pipe. Posts shall be spaced equidistant in the fence line with a maximum spacing of 3 meters (10 feet) on center.

5-04.3 Post Brace Rails shall be equivalent to a minimum of 42.2 mm (1-5/8 inches) O.D galvanized Schedule 40 steel pipe. Provide brace rail with truss rod assembly for each gate, end, and pull post.

5-05 Tension wire:

Provide Metallic Coated Steel Marcellled Tension Wire, 7 gauge (4.50 mm) (0.177 in.) complying with ASTM A824. Galvanizing shall be Type II with a minimum zinc coating of 1.20 oz/ft² (366 g/m²).

5-06 Barbed wire:

5-06.1 Provide (Type I) three strand outrigger arm 45 degrees (from the vertical plane) on top of all fencing and gates. Outrigger arm shall be angled to the outside of the fenced area. Barbed wire outrigger arms shall comply with ASTM F626, pressed steel, hot dip galvanized after fabrication, minimum zinc coating of 1.20 oz./ft² (366 g/m²), capable of supporting a vertical 113 kg (250 lb.) load. **Contractor shall make sure that the barbed wire has proper supports.**

5-06.2 Provide three (3) strands of Zinc-Coated Steel Barbed Wire at the top of all fencing and gates, complying with ASTM A121. Barbed wire shall be Standard Size and Construction: 2.51 mm (0.099 inch) diameter line wire with 2.03 mm (0.080 inch) diameter, 4-point round barbs (or 2-point, if 4-point is not locally available) spaced not more than 5 inches (127mm) O.C.

5-07 Fittings:

5-07.1 Provide post caps for all posts. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, and Rail Sleeves shall comply to ASTM F626, pressed steel hot dip galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft² (366 g/m²).

5-07.2 Tension and Brace Bands: Hot dip galvanized pressed steel complying with ASTM F626, minimum steel thickness of 12 gauge (2.67 mm) (0.105 in.), minimum width of 19 mm (3/4 in.) and minimum zinc coating of 1.20 oz/ft² (366 g/m²). Secure bands with 7.94 mm (5/16 in.) galvanized steel carriage bolts.

5-07.3 Truss Rod Assembly: In compliance with ASTM F626, 9.53 mm (3/8 in.) diameter steel truss rod with a pressed steel tightener, hot dip galvanized with minimum zinc coating of 1.2 oz/ft² (366 g/m²). Assembly shall be capable of withstanding a tension of 2,000 lbs. (970 kg).

5-07.4 Tension Bars shall comply with ASTM F626. Provide hot dip galvanized steel one-piece bars, with a length 50 mm (2 in.) less than the fabric height. Minimum zinc coating shall be 1.2 oz. /ft² (366 g/m²). Bars for 2 in. (50 mm) mesh shall have a minimum cross section of 4.8 mm (3/16 in.) by 19 mm (3/4 in.)

5-07.5 Tie Wire and Hog Rings: Provide hot dip galvanized steel wire, minimum zinc coating 1.20 oz/ft² (366 g/m²), 9 gauge (3.76 mm) (0.148 in.) in compliance with ASTM F626.

5-08 Gate:

The Contractor shall provide two gate options to be installed at the NEC site. The options shall include drawings, details, and cost of each option.

5-08(a) Swing Gate:

Contractor shall ensure that the gate fabric for the swing gates match with that of the chain link fence. Gateposts shall be a minimum of 73mm (2-7/8 inch) O.D hot dip galvanized Schedule 40 steel pipe, complying with ASTM F1083. Frame members shall be spaced no greater than 2.75 meters (9 ft.) apart vertically and horizontally.

Protect welded joints by applying zinc-rich paint in accordance with ASTM Practice A780.

Barbed wire mounting shall transition to vertical at the center of the gates to allow inward swing.

Hardware: Provide hinges, latches permitting operation from both sides of gate, and keepers for each gate leaf. Fabricate latches with integral eye openings for padlocking; padlock shall be accessible from both sides of gate.

5- 08(b) Sliding Gate:

Contractor shall ensure that the gate fabric for the sliding gates match with that of the chain link fence. Gateposts shall be a minimum of 73mm (2-7/8 inch) O.D hot dip galvanized Schedule 40 steel pipe, complying with ASTM F1083. Frame members shall be spaced no greater than 1.22 meters (4 ft.) apart vertically and horizontally.

Protect welded joints by applying zinc-rich paint in accordance with ASTM Practice A780.

Barbed wire mounting shall transition to vertical at the center of the gates to allow inward swing.

Hardware: Provide tracks and rails permitting operation from both sides of gate, and keepers for gate leaf. The sliding gate shall be clear off the ground surface when in open and closed positions. Fabricate latches with integral eye openings for padlocking; padlock shall be accessible from both sides of gate.

5-09 Concrete:

Concrete for post footings shall be normal-weight concrete with not less than **20.7 MPa C20 grade** (3,000 psi) compressive strength at 28 days, 75 mm (3-inch) slump, and 25 mm (1-inch) maximum size aggregate.

Excavation for the footing of the posts shall not be less than 914mm according to attached manufacturer details to the statement of work, Contractor can assume excavation depth of 1meter, square footing for the posts shall not be less than 600mm by 600mm.

Ensure adequate compaction of the base of the 600mm by 600mm by 1000mm deep footing, pour concrete blinding of 4 inches thickness after compaction.

Contractor shall make sure that the posts are well plumbed and levelled before pouring of the concrete for the footings, concrete mix ratio of 1:2:4 shall be employed by Contractor.

V - REFERENCES:

ASTM A392 Specification for Zinc-Coated Steel Chain-Link Fence Fabric

ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings

ASTM A824 Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link

ASTM F567 Standard Practice for Installation of Chain Link Fence

ASTM F626 Specification for Fence Fittings

ASTM F900 Specification for Industrial and Commercial Swing Gates

ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

ASTM F552, “Standard Terminology Relating to Chain Link Fencing” for a complete list.
CLFMI: Chain Link Fence Manufacturers Institute.

VI - DEFINITIONS:

Chain link fabric – A fencing material consisting of wire helically wound and interwoven in such a manner as to provide a continuous mesh without knots or ties except in the form of knuckling or twisting at the top and bottom of the mesh to form the fabric selvage.

Selvage – The top and bottom edge finish on woven chain link formed by joining adjacent pairs of wire pickets. The selvage may be knuckled or twisted.

Knuckled selvage – Refers to the bending the adjacent pairs of wire back into a tight loop.

Twisted selvage – Refers to twisting the adjacent pairs of wire together in a close helix of 1 ½ machine turns, which is equivalent to three full twists.

Mesh size – The minimum clear distance between the wires forming the parallel sides of the mesh.

Terminal post – A post to which the chain link fabric is terminated using specific fittings; this includes end post, corner post, gate posts and pull posts. A terminal post used to accommodate a grade or placed at intervals on long stretches of fence.

Line post – Intermediate posts spaced between the terminal posts.

VII - INSTALLATION OF CHAIN LINK FENCE

6-01 Preparation:

Verify the layout information for chain-link fences and gates shown on shop drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

6-01.1 Remove and legally dispose of existing fence and all debris associated with old structures on site.

6-01.2 Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 150 meters (500 feet) or line of sight between stakes. Indicate locations of any known underground structures, benchmarks, and property monuments.

6-01.3 Clear, grub, and grade fence line, removing debris and providing a 1-meter clear area on either side of the fence. Indicate on the Shop Drawings the extent of the area to be cleared and grubbed.

6-02 Framework Installation:

Verify manufacturer recommendations for installation of posts, tension wire, and post bracing assemblies.

6-02.1 Posts: All Posts shall be set plumb in concrete footings in accordance with ASTM F567.

Minimum footing depth shall be per manufacturer's recommendations, but not less than 1 meter. Minimum footing diameter shall be per manufacturer's recommendations, but not less than 300 mm (12 in.). For swing gate posts, the foundation diameter shall be not less than 450 mm (18 in.). Top of concrete footing shall be at grade, crowned to shed water away from the post. **Note: Fabric shall not be attached to posts until concrete footings have cured for at least five days.**

6-02.2 Tension wire: Shall be installed 100 mm (4 in.) up from the bottom of the fabric and 100 mm (4 in.) down from the top of the fabric. Tension wire shall be stretched taut, independently

and prior to the fabric, between the terminal posts and secured to the terminal post using a brace band. Secure the tension wire to each line post with a tie wire.

6-02.3 Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

6-03 Chain link fabric installation:

Verify manufacturer recommendations for installation of fabric.

6-03.1 Chain Link Fabric: Install fabric to outside of the framework. Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post with tension bands and 7.94 mm (5/16 in.) carriage bolts spaced no greater than 305 mm (12 in.) O.C. Chain link fabric shall be free of sag, and secured to the line post with tie wires spaced no greater than 300 mm (12 in.) O.C. Secure fabric to the tension wire with hog rings spaced no greater than 450 mm (18 in.) O.C.

6-03.2 Fabric shall be pulled tight so that the maximum deflection of the fabric is 50 mm (2 in) when 22.5 kilograms (50 pounds) pull is exerted perpendicular to the center of the panel.

6-03.3 Tie wire shall be wrapped 360 degrees around the post or rail and the two ends twisted together three full turns. Excess wire shall be cut off and bent over to prevent injury.

6-03.4 The bottom of the fence fabric shall meet the finished grade such that it prevents surreptitious human entry.

6-04 Barbed wire installation:

Verify manufacturer recommendations for installation of barbed wire.

6-04.1 Barbed Wire: Stretched taut, free of sag, between terminal posts and secured in the slots provided on the line post barb arms. Attach each strand of barbed wire to the terminal post using a brace band.

6-05 Gate Installation:

Swing Gates: Installation of swing gates shall be in compliance with ASTM F 567. Direction of swing shall be inward. Gates shall be plumb in the closed position having a bottom clearance of 75 mm (3 in.) above grade. The ground under the swing arc shall be graded to allow for operation.

6-06 Nuts and bolts:

Bolts: Carriage bolts used for fittings shall be installed with the head on the secure side of the fence. All bolts shall be peened over to prevent removal of the nut.

6-07 Electrical grounding of fence:

Grounding: The fence shall be grounded every 100 meters (110 yards) by a 1.8-meter (6 foot) ground rod connected to the fence fabric with grounding clamps and number 10-gauge wire.

6-08 Clean up:

Clean Up: The area of the fence line shall be left neat and free of any debris caused by the installation of the fence.

VIII – QUALITY ASSURANCE

7-01 Experience requirements:

Fence Contractor with demonstrated successful experience installing similar projects and products in accordance with ASTM F567 and have at least 5 years demonstrated experience.

Source Limitations for Chain-Link Fences and Gates:

Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

7-02 Method of measurement:

Measurement of chain-link fence will be made to the nearest linear foot, measured along the slope of the fabric, but shall not include gates. Measurement for gates will be made for each unit assembled, installed and complete in place.

Double gates will be considered a single unit. Measurement for the 3-strand barbed wire extension will be made to the nearest linear foot, measured along the slope of the fence, but will not include gates.

7-03 Tests:

The Contractor shall provide concrete mix slump test and concrete compressive test sample results to the Facilities Manager.

7-04 Inspections:

Facilities Management representative will inspect works after completion of each step outlined in section V of this scope of work. Contractor will not be allowed to proceed with works without the appropriate signature on inspection checklist (appendix A.)

7-05 Performance Schedule:

The Contractor shall submit a project performance schedule indicating a total project duration/timeline of activities. The project duration should indicate a project substantial completion not exceeding six months (180 days) from the Notice to Proceed (NTP) date. The Contractor shall submit this schedule with all on the bid documents.

7-06 Completion:

The Contractor and USG will review inspection checklist. Together, the contractor and USG will make a final inspection of works and sign completion letter if works are completed in accordance with all scope of work requirements.

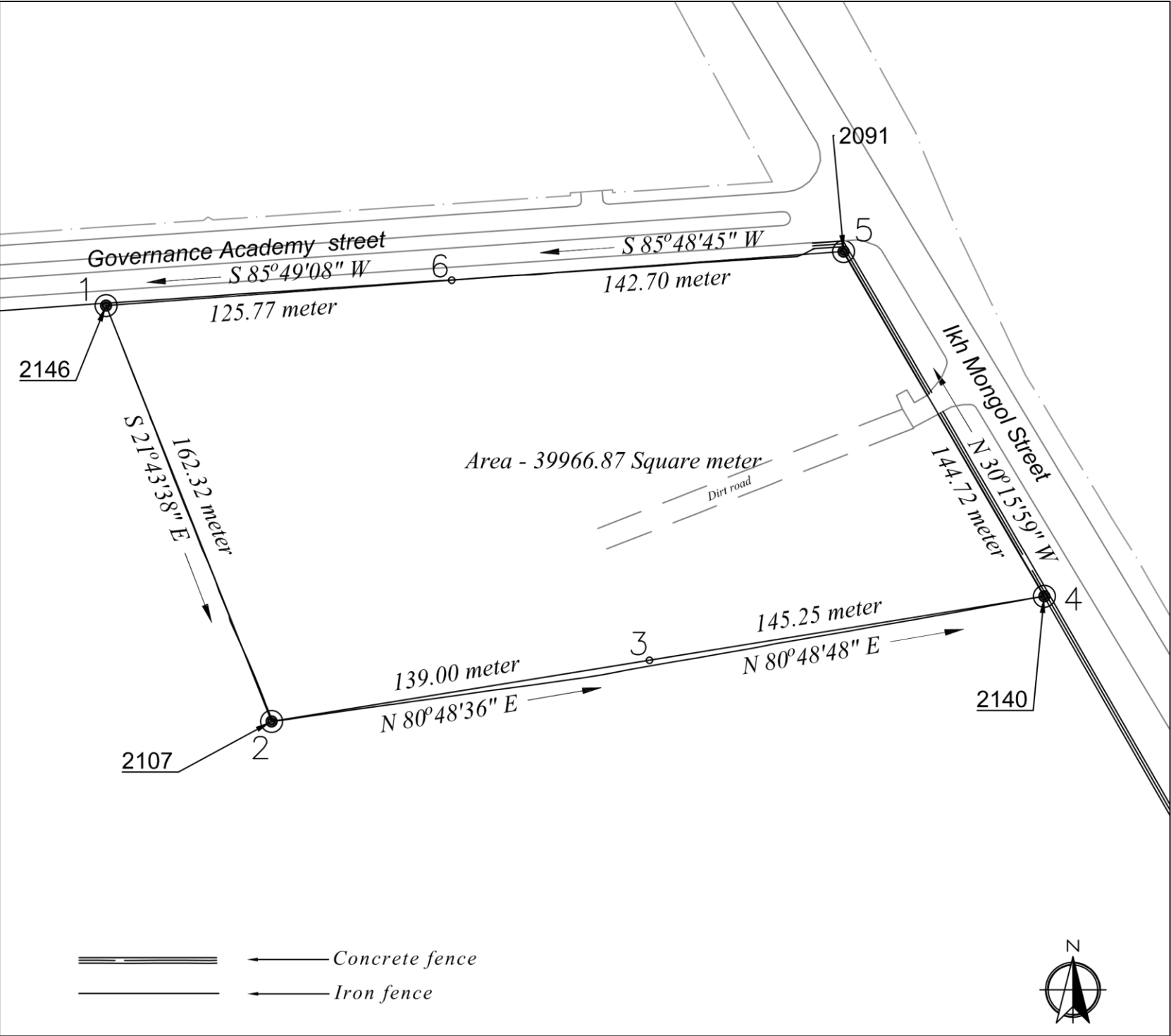
8-01 Attachments:

- a) Project Site Boundary Survey
- b) Project Site Aerial Photographs
- c) Project Site Features Map

END OF STATEMENT OF WORK

Boundary survey

ADDRESS: 15th khoroo, Khan-Uul district, Ulaanbaatar, Mongolia



Scale 1:2 500

DATE: 11/23/2019

Parcel boundary coordinate-WGS84

Number	Latitude	Longitude
1	47 53 46.719936	106 55 52.864605
2	47 53 46.112359	106 55 46.232605
3	47 53 46.719936	106 55 52.864605
4	47 53 47.354451	106 55 59.794841
5	47 53 51.459749	106 55 56.434366
6	47 53 51.237703	106 55 49.570867

Parcel boundary coordinate-UTM-48 North

Number	North	East	Height	Lenght	From
1	5306709.780	644158.540	1290.320	162.32	1-2
2	5306558.990	644218.630	1290.680	139.00	2-3
3	5306581.190	644355.850	1291.260	145.25	3-4
4	5306604.380	644499.240	1291.790	144.72	4-5
5	5306729.370	644426.300	1291.510	142.70	5-6
6	5306718.950	644283.980	1291.760	125.77	6-1

AREA: 39966.9 Square meter

Installed boundary permanent mark coordinate - UTM-48 North

Number	North	East	Height	Lenght	From
2146	5306709.791	644158.542	1290.683	162.33	1-2
2107	5306558.993	644218.647	1290.683	284.04	2-3
2140	5306604.374	644499.038	1290.683	144.72	3-4
2091	5306729.413	644426.182	1290.683	268.36	4-1

AREA: 39952.5 Square meter

Produced by "GEOCAD" LLC







S. Embassy—Ulaanbaatar, Mongolia

АЖЛЫН ЦАР ХҮРЭЭ

I- ТАНИЛЦУУЛГА:

Улаанбаатар дахь АНУ-ын Элчин сайдын яамнаас Хан-Уул дүүргийн 18 дугаар хорооны нутаг дэвсгэрт байрлах “Элчин Сайдын Яамны шинэ байршил”-ны талбайд хашаа барих ажлын тендерийг зарлаж байна. Уг ажлын хүрээнд Хан-Уул дүүргийн 18 дугаар хорооны нутаг дэвсгэрт байрлах 40,000 м.кв талбайд хамгаалалтын зурвасын дагуу шаардлагатай торон хашааг барьж суурилуулна.

II- ТӨСӨЛ ХЭРЭГЖИХ БАЙРШИЛ:

Хан-Уул дүүргийн 18 дугаар хороонд байрлах Элчин Сайдын Яамны шинэ байршлын талбай, Улаанбаатар хот, Монгол улс.

III- ТӨСЛИЙН ЗОРИЛГО, ЕРӨНХИЙ ШААРДЛАГА

Гүйцэтгэгч нь энэхүү баримт бичгийн нэгдүгээр хэсэгт дурдсан үйлчилгээг нийлүүлэх, суурилуулахад шаардагдах бүхий л ажлыг хийж гүйцэтгэнэ.

1- Ерөнхий шаардлага:

1-01 Зорилго:

Энэхүү техникийн тодорхойлолтын зорилго нь ажлыг гүйцэтгэхэд шаардагдах бараа материалын стандарт, барилгын ажлын шаардлагуудыг тодорхойлоход оршино. Техникийн тодорхойлолтод заасан шаардлагуудыг чандлан мөрдөж, ажлыг тодорхойлсон зорилтуудын дагуу бүрэн гүйцэд гүйцэтгэнэ. Бүх ажлыг энэхүү ажил гүйцэтгэх тендерийн баримт бичигт заасан шаардлагууд, зураглал, орон нутгийн хууль дүрэм, барилга угсралтын нормын дагуу хийж гүйцэтгэнэ.

1-02 Зөрүү ба орхигдуулсан зүйл:

Гүйцэтгэгч нь гэрээнд гарын үсэг зурахаас өмнө гэрээлэгч ажилтан (CO) эсвэл гэрээлэгчийн төлөөлөгчид (COR) Элчин Сайдын Яамнаас баталсан техникийн тодорхойлолтын баримт бичигт аливаа зөрүү болон орхигдуулсан зүйлстэй холбоотойгоор гүйцэтгэгч хариуцлага хүлээхэд хүргэж болзошгүй талаар мэдээлэх үүрэгтэй. Гүйцэтгэгч нь аливаа алдаа дутагдал, зөрүүнээс үүдэн гарсан өөрчлөлтүүдтэй холбоотой бүх зардлыг нөхөн төлбөр шаардах эрхгүйгээр бүрэн хариуцаж ажиллана.

1-03 Тоног төхөөрөмж, бараа материалын чанар хийц:

Гүйцэтгэгчээс нийлүүлэх бүх тоног төхөөрөмж, бараа материал нь техникийн тодорхойлолтод заасны дагуу шинэ, ямарваа нэгэн доголдолгүй, ижил төрлийн, чанарын стандарт хангасан байна. Хэрэв өөрөөр заагаагүй бол ижил төрлийн тоног төхөөрөмж, бараа материалыг нэг үйлдвэрлэгчээс нийлүүлнэ. Гүйцэтгэгчийн ажлыг гүйцэтгэх

ажиллагсад мэргэшсэн, ижил төстэй ажилд ажиллаж байсан туршлагатай, зохих багаж хэрэгслээр хангагдсан байна.

2-Ерөнхий тэмдэглэл:

2-01 Элчин Сайдын Яамны шинэ байршлын талбайн хэмжээ:

Гүйцэтгэгч нь Элчин Сайдын Яамны шинэ байршлын талбайг газар дээр нь очиж заасан бүх талбайн хэмжээг авч баталгаажуулна. Энэхүү баримт бичигт дурдсан талбайн хэмжээ нь багцаалсан тооцоолол болно. АНУ-ын Элчин Сайдын Яам нь үнийн саналд буруу хэмжилт хийсэнтэй холбоотойгоор ямарваа нэгэн хариуцлага хүлээхгүй болно. Энэхүү баримт бичигт хавсаргасан бүх судалгаа, зураг, зураглал, гэрэл зургийн материалуудыг зөвхөн мэдээлэл олж авах зорилгоор ашиглана. Гүйцэтгэгч нь үнийн саналыг боловсруулахаас өмнө талбайд судалгааг хийж гүйцэтгэж шаардлагатай бөгөөд талбай дээр одоогийн байгаа бүх нөхцөл байдлыг баталгаажуулан шалгана.

2-02 Барилгын хог хаягдал:

Тус байршлын талбайг одоогоор хашаалсан байгаа бөгөөд гүйцэтгэгч нь тус хашааг буулгах ажлыг хийж гүйцэтгэнэ. Гүйцэтгэгч нь гэрээлэгчийн төлөөлөгчөөс (COR) хүсэлт гаргаагүй бол ажлын явцад үүссэн барилгын бүх хог хаягдлыг тус талбайгаас зөөн тээвэрлэж, хууль ёсны зөвшөөрөгдсөн хогийн цэгт хаяж ажиллана. Гүйцэтгэгч нь ажлын өдөр бүрийн эцэст талбайг хоггүй цэвэр болгоно.

2-03 Ажлын цаг:

Ажлын хэвийн цаг нь Даваа гарагаас Баасан гарагт 8:00-16:00 цагуудад (орон нутгийн Улаанбаатрын цагаар) үргэлжилнэ. Ажлын хэвийн цагаас бусад цагуудад ажил гүйцэтгэх тохиолдолд энэ талаар урьдчилан мэдээлж батлуулна.

2-04 Захиалгад өөрчлөлт оруулах:

Гүйцэтгэгч нь аливаа алдаа дутагдал, зөрүүнээс үүдэн гарсан өөрчлөлтүүдтэй холбоотой бүх зардлыг нөхөн төлбөр шаардах эрхгүйгээр бүрэн хариуцаж ажиллана.

2-05 Баталгаат хугацаа:

Гүйцэтгэлийн баталгаат хугацаа нь эцсийн үзлэг хяналт хийгдсэнээс хойш 10 (арван) жилийн хугацаанд хүчинтэй байна. Бараа материал үйлдвэрлэгчийн баталгаат хугацаа нь 10 (арав) жилийн хугацаанд хүчинтэй байна. Гүйцэтгэгч нь баталгаат хугацаанд гарсан эвдрэлийг засаж залруулах, солих үйлчилгээг үнэ төлбөргүйгээр хийж гүйцэтгэнэ. Хэрэв гүйцэтгэгч нь хүсэлт гаргасан албан бичгийг хүлээн авсны дараа ажлыг гүйцэтгэхгүй тохиолдолд Засгийн Газраас тэдгээр зөрчилтэй холбоотой бүх зардлыг гүйцэтгэгчээр төлж барагдуулна.

3- Аюулгүй байдлын шаардлага

3-01 Аюулгүй байдлын журам:

Гүйцэтгэгч нь АНУ-ын Элчин Сайдын Яам болон Америкийн Нэгдсэн Улсын Засгийн газрын аюулгүй байдалд баримтлах дүрэм журмыг дагаж мөрдөнө.

3-02 Техникийн мэргэжилтэн, машин механизмын жолооч, ажиллагсад:

Гүйцэтгэгч нь энэхүү гэрээний хүрээнд ажиллах бүх техникийн мэргэжилтэн, машин механизмын жолооч, ажиллагсдын нэрс, тэдгээрийн үнэмлэхний хуулбарыг Барилга байгууламж хариуцсан газарт хүргүүлнэ. Тус жагсаалтад ажиллагсдыг нэмж оруулах тохиолдолд тухайн ажиллагсдыг төсөлд ажиллаж эхлэхээс өмнө аюулгүй байдлыг хангах шалгалтууд заавал хийгдэнэ. Талбайд нэвтрэх зөвшөөрлийг авахад гүйцэтгэгчийн бүх ажиллагсад өөрийн фото зургийг мэдүүлэх шаардлагатай болно.

3-03 Бараа материал, тоног төхөөрөмж, багаж хэрэгсэл:

Элчин сайдын яамны хамгаалалтын алба нь талбайн байршилд бараа материал, тоног төхөөрөмж, багаж хэрэгслийг нэвтрүүлэхээс өмнө шаардлагатай үзлэг шалгалтыг хийж гүйцэтгэнэ. Их хэмжээний бараа материал ачсан ачааны машинуудад талбайн байршилд нэвтрэхээс өмнө үзлэг шалгалтыг хийж гүйцэтгэнэ.

4 – Ажлын байран дээрх аюулгүй байдал

4-01 Ажлын төлөвлөгөө:

Ажлын бүх төлөвлөгөөнд ажиллагсдын эрүүл мэндэд гэмтэл учруулах, тоног төхөөрөмж, хүрээлэн буй орчныг гэмтээх зэргээс урьдчилан сэргийлэх хяналтын арга хэмжээг агуулсан байна. Гүйцэтгэгч нь ажил эхлэхээс өмнө Барилга байгууламж хариуцсан газарт ажлын төлөвлөгөөг бичгээр хүргүүлнэ. Гүйцэтгэгч нь төслийн хугацаанд ажлын талбай дээр аюулгүй ажиллагааг хариуцах албан тушаалтан/хүний нэрийг (тухайн хүн нь төслийн менежер байж болно) бичгээр хүргүүлнэ

4-02 Аюул ослын хяналт:

Гүйцэтгэгч нь гэрээлэгчийн төлөөлөгчид (COR) ажлыг гүйцэтгэх явцад аюул ослын хяналтыг хэрэгжүүлэх баримт бичгийг боловсруулан хүргүүлнэ. Ажлыг эхлэхээс өмнө Хөдөлмөрийн аюулгүй байдал, эрүүл ахуй хариуцсан туслах мэргэжилтэнд (APOSHO) ажлыг гүйцэтгэх аргачлал болон эрсдэлийн үнэлгээний баримт бичгүүдийг хүргүүлж, батлуулна.

4-03 Хувийн хамгаалах хэрэгсэл:

Гүйцэтгэгч нь бүх гэрээт ажиллагсдыг хамгаалалтын малгай, хамгаалалтын гутал, хамгаалалтын нүдний шил, чихний бөглөө, чихэвч гэх мэт хувийн хамгаалах хэрэгслээр хангана. Талбай дээр ажиллах бүх ажиллагсад шаардлага хангасан хувцастай байх ба Элчин сайдын яамны аюулгүй ажиллагаанд баримтлах дүрэм журмыг дагаж мөрдөнө.

4-04 Аюулгүй байдлын зөрчил:

Гүйцэтгэгч болон түүний ажиллагсад нь аюулгүй байдлыг хангах бүхий л арга хэмжээг хэрэгжүүлж, дүрэм журмыг дагаж мөрдөнө. Гүйцэтгэгч нь аюулгүй ажиллагааны зөрчлөөс үүдэн гарсан аливаа хоцрогдлыг бүрэн хариуцна. АНУ-ын Засгийн Газраас

аюулгүй байдлын зөрчлөөс үүдэн гарсан аливаа ажлын хоцрогдолд ямар ч тохиолдолд нөхөн төлбөр олгохгүй болно.

IV – БАРИЛГА УГСРАЛТЫН ТЕХНИКИЙН ТОДОРХОЙЛОЛТ

5 - Барилга угсралтын техникийн тодорхойлолт:

5-01 Төслийн зураг төсөл:

Үүнд Элчин сайдын яамны шинэ байршлын 40,000 м.кв талбайг хамгаалах торон хашааг нийлүүлэх, суурилуулах ажлууд багтана.

Гүйцэтгэгч нь хашааг барьж суурилуулах схем зураглал, байршил, талбайн бодит хэмжээс, хаалганы байрлах байршил, хашааны хаалга нээгдэх хэмжээ, газар шорооны ажил хийгдэх талбай, хашааны өндөрлөг, хаалганы суурь, бэхэлгээний талаар дэлгэрэнгүй мэдээллийг агуулсан талбайн ажлын төлөвлөгөөг боловсруулна. Суурилуулалтын техникийн тодорхойлолт болон дэлгэрэнгүй мэдээллийг Барилга угсралт, техникийн тодорхойлолт хэсэгт тусгана.

Хавсралтаар үйлдвэрлэгчээс нийлүүлсэн торон хашааны бүрэлдэхүүн хэсгүүдийн холболтуудыг харуулсан жишээ зургийг харуулсан болно.

5-02 Ажлын ерөнхий тодорхойлолт:

Гүйцэтгэгч нь торон хашааны бүрэлдэхүүн хэсгүүдийг бүх шаардлагатай хэрэгслээр тоноглон суурилуулна; Гүйцэтгэгч нь мөн тухайн материалын хийц чанар нь Америкийн бараа материал, судалгаа шинжилгээний нийгэмлэгийн (ASTM) стандартыг дагаж мөрдөж байгааг баталгаажуулсан үйлдвэрлэгчийн гарын үсэг зурсан гэрчилгээг мэдүүлнэ.

Төслийн ажлын хүрээнд торон хашааны суурь тулгуур болох цайрдсан ган тулгуур шонгуудыг суурилуулна. Техникийн тодорхойлолтод заасны дагуу цайрдсан тулгуур шонгуудыг өөр хооронд нь **3.05 метрээс** багагүй зайд (үйлдвэрлэгчийн техникийн тодорхойлолтод заасан үзүүлэлтүүд) байрлуулах ба цайрдсан тулгуур шонгуудын өндөр **2.75 метрээс** доошгүй байна.

Тулгуур шонгууд нь газрын хөрсний түвшнээс доош суурилуулагдсан байх бөгөөд бетонон суурийн гүн, ашиглах бетоны марк зэргийг техникийн тодорхойлолтод заасан болно. Торон хийцийг босоо тулгуур шонгуудад бэхлэх бөгөөд **2.75 метрээс** багагүй байх, торон хашааны **2.75 метрээс** дээшгүй байна.

Гүйцэтгэгч нь цайраар бүрсэн ган өргөст торыг 3 (гурван) давхар утастайгаар ашиглана; өргөст тор нь ASTM A121-ийн стандартад нийцсэн байна. Хашааг стандартын дагуу газардуулгатай суурилуулна (газардуулгын техникийн тодорхойлолтыг доор дурдсан болно). Гүйцэтгэгч нь цайрдсан гүйдэггүй хос хаалга эсвэл гүйдэг хаалгыг бүх дагалдах хэрэгслээр тоноглон суурилуулна.

Хаалга тус бүрийн нээгдэх өргөн нь ойролцоогоор 4.35 метр (12 фут) байх бөгөөд хаалганы нээгдэх зурвасаар хүнд даацын тээврийн хэрэгсэл чөлөөтэй нэвтрэх боломжтой

байна. Хаалгуудыг Элчин сайдын яамны шинэ талбайн байршлын зүүн болон хойд талд одоо байгаа хэвийсэн гарц хэсгүүдэд байрлуулна.

5-03 Торон хашаа:

Ган торон хашааны хийц нь 2.75 метрээс доошгүй өндөртэй байна. Тор болон утасны хэмжээ: торны хэмжээ 50 мм (2"), утасны диаметр 3.76мм (хэмжээ - 9) байна. Цайрдсан хийц: Материалын хийцийг ASTM A392-ийн стандартад нийцүүлэн цайрдсан байх бөгөөд ASTM A817-ийн стандартын дагуу сүлжиж үйлдвэрлэсэн байна. Материал нь II-р төрөлд хамаарах буюу хамгийн багадаа 1.20 унц/фут² (366 г/м²) цайрын бүрээс давхаргатай (шингэн цайрын уусмалд дүрэх аргаар боловсруулсан) байна. Хашааны дээд хэсэг дэх торыг хэрээслэх буюу мушгиж ороох бөгөөд хашааны доод хэсгийн зангидан хэрээслэнэ.

5-04 Хашааны хүрээ:

Хашааны хүрээ нь стандарт жинтэй, “Schedule 40” даралтыг тэсвэрлэх, ASTM F 1083-ийн стандартад нийцсэн, шингэн цайрын уусмалд дүрэх аргаар цайрдсан дугуй ган хоолой байна. Мөн ASTM F 1043-ийн стандарт, материалын хийцийн IA бүлэг, A төрлийн гадна болон дотоод бүрээстэй буюу 1.8 унц/кв.фут-аас багагүй (0.55-кг/кв.м) хэмжээтэй цайрын давхаргатай байх бөгөөд доорх шаардлагуудыг хангасан байна.

5-04.1 Булангийн, төгсгөлийн, татах тулгуур шонгууд нь хамгийн багадаа 73 мм (2-7/8 инч) диаметртай, “Schedule 40” даралтыг тэсвэрлэх чадвартай цайрдсан ган хоолой байна. Татах тулгуур шонгуудыг хашааны төрөл өөрчлөгдөх бүхий хэсэгт болон өөр хооронд нь 152 метрээс (500 фут) илүүгүй зайд суурилуулна. 152 метр (500 фут)-аас дээш урттай замд татах тулгуур шонгуудыг булангийн болон төгсгөлийн тулгуур шон хооронд жигд байрлуулна.

5-04.2 Шугаман байдлаар суурилуулах тулгуур шонгууд нь хамгийн багадаа 60.3 мм (2-3/8 инч) диаметртай, “Schedule 40” даралтыг тэсвэрлэх чадвартай, цайрдсан ган хоолой байна. Эдгээр тулгуур шонгуудыг хашааны дагуу ижил зайд байрлуулж, төв хэсэгт хамгийн ихдээ 3 метр (10 фут) зайтай байхаар суурилуулна.

5-04.3 Тулгуур шонгуудын бэхэлгээний төмөр холболтууд нь хамгийн багадаа 42.2 мм (1-5/8 инч) диаметртай, “Schedule 40” даралтыг тэсвэрлэх чадвартай, цайрдсан ган хоолой байна. Хаалга, төгсгөл болон татах тулгуур шон тус бүрийг бэхэлгээний төмөр холболтуудаар тоноглоно.

5-05 Бэхжүүлэгч утас:

ASTM A824-ийн стандартад нийцсэн, хэмжээ - 7 (4.50 мм) (0.177 инч) металаар бүрсэн ган утас байна. Тус утас нь II-р төрөлд хамаарах буюу хамгийн багадаа 1.20 унц/фут² (366 г/м²) цайрын бүрээс давхаргатай байна.

5-06 Өргөст тор:

5-06.1 Бүх хашаа, хаалган дээр 45 градусын (босоо хавтгайгаас) налуутайгаар дээш байрласан гурван давхар бүхий өргөст торыг (I-р төрөлд хамаарах) суурилуулна. Хашаатай талбайн гадна талд суурилуулах тулгуур хэсгийг налуу өнцөгтэй байхаар суурилуулна.

Өргөст торыг суурилуулах тулгуур хэсэг нь ASTM F626-ийн стандартад нийцсэн, үйлдвэрлэсний дараа шингэн цайрын уусмалд дүрж цайрдсан, хамгийн багадаа 1.20 унц/фут² (366 г/м²) цайрын бүрээс давхаргатай, босоо түвшинд 113 кг (250 фунт) хүртэл даацтай, шахмал ган хийцтэй байна. Гүйцэтгэгч өргөст торыг нь шаардлагатай тулгууруудтайгаар суурилуулна.

5-06.2 ASTM A121-ийн стандартын дагуу бүх хашаа, хаалганы дээд талд 3 (гурван) давхар бүхий цайраар бүрсэн ган өргөст торыг суурилуулна. Өргөст тор нь стандарт хэмжээ, хийцтэй байна: 2.03 мм (0.080 инч) диаметртэй 2.51 мм (0.099 инч) диаметртэй төмөр утас, 4 цэгт дугуй өргөстэй (орон нутагт 4 цэгтэй байхгүй бол 2 цэгтэйг ашиглах) хоорондын зай нь 5 инчээс (127мм) ихгүй байх тойрогтой байна.

5-07 Хашааны тоноглолууд:

5-07.1 Бүх тулгуур шонгуудыг зохих тагаар таглана. Захын тулгуур шонгийн таг, шугаман тулгуур шонгийн орой холбогч, холболтын төгсгөл холбогч, тулгуур шонг холбогч, уртасгагч зэрэг тоноглолууд нь ASTM F626-ийн стандартад нийцсэн, үйлдвэрлэсний дараа шингэн цайрын уусмалд дүрж цайрдсан, хамгийн багадаа 1.20 унц/фут² (366 г/м²) цайр бүрээс давхаргатай ган хийцтэй байна.

5-07.2 Шонгийн хомуут, бэхлэгч: ASTM F626-ийн стандартад нийцсэн, шингэн цайрын уусмалд дүрж цайрдсан, гангийн зузаан нь хамгийн багадаа хэмжээ – 12 байх (2,67 мм) (0,105 инч), өргөн нь хамгийн багадаа 19 мм (3/4 инч), цайрын бүрээсийн давхарга нь хамгийн багадаа 1,20 унц /фут² (366 г/м²) байх шахмал ган хийцтэй байна. Тэдгээрийг 7.94 мм (5/16 инч) цайрдсан ган хийцтэй боолт ашиглан бэхлэнэ.

5-07.3 Төмөр утсыг татаж чангалах бэхлэгч: ASTM F626-ийн стандартад нийцсэн, 9.53 мм (3/8 инч) диаметртэй ган хийцтэй, хамгийн багадаа 1.2 унц/фут² (366 г/м²) цайрын бүрээс давхаргатай, шингэн цайрын уусмалд дүрж цайрдсан ган хийцтэй байна. Бэхлэгчийг угсрах бүрэлдэхүүн хэсгүүд нь нийт 2000 фунтын (970 кг) даацын ачааллыг тэсвэрлэх чадвартай байна.

5-07.4 Бэхжүүлэгч төмөр нь ASTM F626-ийн стандартад нийцсэн байна. Торон хийцний өндрөөс богино урттай, шингэн цайрын уусмалд дүрж цайрдсан, 50 мм-ээс (2 инч) ихгүй урттай ган хийцтэй байна. Цайрын бүрээс давхарга нь хамгийн багадаа 1.2 унц/фут² (366 г/м²) байна. 2 инч (50 мм) хэмжээтэй торонд бэхлэх ган төмөр бэхлэгч нь хамгийн багадаа 4.8 мм (3/16 инч) х 19 мм (3/4 инч) хөндлөн огтлолтой байна.

5-07.5 Холболт хийх төмөр утас, цагираг бэхлэгч: ASTM F626-ийн стандартад нийцсэн, шингэн цайрын уусмалд дүрж цайрдсан, цайрын бүрээс хамгийн багадаа 1,20 унц/фут² (366 г/м²) давхаргатай, хэмжээ - 9 буюу диаметр нь (3,76 мм) (0,148 инч) байх ган хийцтэй байна.

5-08 Хаалга:

Гүйцэтгэгч нь Элчин сайдын яамны шинэ байршлын талбайд суурилуулах боломжтой хоёр төрлийн хаалганы хувилбаруудыг боловсруулна. Хувилбарт схем зураглал, дэлгэрэнгүй мэдээлэл, хувилбар бүрийн холбогдох өртөг зардал зэргийг багтаасан байна.

5-08(a) Гүйдэггүй хаалга:

Гүйцэтгэгч нь гүйдэггүй хаалганы хийцийг торон хашааны материалтай ижил төстэй хийцтэй үйлдвэрлэнэ. Хаалганы тулгуур шонгууд нь ASTM F1083-ийн стандартын дагуу хамгийн багадаа 73мм (2-7/8 инч) диаметртэй, шингэн цайрын уусмалд дүрж цайрдсан, “Schedule 40” даралтыг тэсвэрлэх чадвартай, ган хийцтэй хоолой байна. Хүрээний бүрэлдэхүүн хэсгүүдийг босоо болон хэвтээ чиглэлд өөр хоорондоо 2.75 метрээс (9 фут) илүүгүй зайтай байрлуулсан байна.

Гагнасан үеийг ASTM A780-ийн стандартад заасны дагуу цайраар баяжуулсан тусгай будгаар будаж хамгаална.

Өргөст торыг хаалганы төв хэсэгт босоо чиглэлд байрлуулж, хаалгыг нээж хаахад саадгүй байхаар суурилуулна. Техник хангамж: Хаалгыг хоёр талаас нь нугас, түгжээ, бэхлэгчээр тоноглоно. Хашааны хаалганд цоожны цүү суурилуулна; хаалганы цоожинд хаалганы хоёр талаас нэвтрэх боломжтой байхаар зохион байгуулна.

5-08(b) Гүйдэг хаалга:

Гүйцэтгэгч нь гүйдэг хаалганы хийцийг торон хашааны материалтай ижил төстэй хийцтэй үйлдвэрлэнэ. Хаалганы тулгуур шонгууд нь ASTM F1083-ийн стандартын дагуу хамгийн багадаа 73мм (2-7/8 инч) диаметртэй, шингэн цайрын уусмалд дүрж цайрдсан, “Schedule 40” даралтыг тэсвэрлэх чадвартай, ган хийцтэй хоолой байна. Хүрээний бүрэлдэхүүн хэсгүүдийг босоо болон хэвтээ чиглэлд өөр хоорондоо 1.22 метрээс (4 фут) илүүгүй зайтай байрлуулсан байна.

Гагнасан үеийг ASTM A780-ийн стандартад заасны дагуу цайраар баяжуулсан тусгай будгаар будаж хамгаална.

Өргөст торыг хаалганы төв хэсэгт босоо чиглэлд байрлуулж, хаалгыг нээж хаахад саадгүй байхаар суурилуулна. Техник хангамж: Хаалгыг хоёр талаас нээх хаах боломжийг олгох замыг суурилуулна. Гүйдэг хаалга нь нээгдсэн, хаагдсан үед газрын түвшнээс өргөгдсөн байна. Хашааны хаалганд цоожны цүү суурилуулна; хаалганы цоожинд хаалганы хоёр талаас нэвтрэх боломжтой байхаар зохион байгуулна.

5-09 Бетон:

Тулгуур шонгуудад цутгах бетон зуурмаг нь **20.7 МПа C20 маркийн** (3000 psi) 28 хоног бэхжүүлсэн, 75 мм (3 инч) үзүүлэлттэй, хамгийн ихдээ 25 мм (1 инч) хэмжээтэй хайрга дайргаас бүрдэнэ.

Тулгуур шонгийн суурилуулах нүхийг нь ажил гүйцэтгэх тендерт үйлдвэрлэгчийн заасан мэдээллийн дагуу 914 мм-ээс багагүй байхаар ухаж бэлтгэнэ. Гүйцэтгэгч нь нүхний гүнийг 1 метр гэж тооцож болох бөгөөд шонгийн суурийг 600 мм, 600 мм-ийн харьцаанаас багагүй байхаар зохицуулна.

600 мм, 600 мм, 1000 мм-ийн харьцаатай ухсан нүхэнд бетон зуурмагийн нягтшилыг хангаж, нягтруулах процессын дараа 4 инч зузаантай бетонон зуурмагаар суурь хучлага хийнэ.

Гүйцэтгэгч нь тулгуур шонг суурилуулах сууринд бетон зуурмагийг цутгахын өмнө тэдгээрийг жигд түвшинд байршуулсан эсэх, үлдэгдэл ус хуримтлагдсан байгаа эсэхийг бүрэн шалгаж суурь бетон зуурмаг хучлагыг хийж гүйцэтгэнэ. Гүйцэтгэгч нь бетон зуурмагийг 1:2:4 харьцаатайгаар бэлтгэн зуурна.

V - АШИГЛАСАН МАТЕРИАЛ:

ASTM A392 Цайраар бүрсэн төмөр торон хашааны техникийн тодорхойлолт

ASTM A780 Халуун цайрын шингэнд дүрж цайрдсан боловч эвдэрч гэмтсэн, цайраар бүрээгүй хэсгүүдийг засварлах стандарт журам

ASTM A824 Металлаар бүрсэн ачаалал даах ган утаснуудын техникийн тодорхойлолт

ASTM F567 Торон хашааг суурилуулах суурилуулах журам

ASTM F626 Хашааны тоноглолуудын техникийн тодорхойлолт

ASTM F900 Үйлдвэрийн болон энгийн зориулалтаар ашиглах гүйдэггүй хаалганы техникийн тодорхойлолт

ASTM F1083 Хоолой, ган хийцтэй халуун цайрын шингэнд дүрж цайрдсан хашаа, хашлагын техникийн тодорхойлолт.

ASTM F552, "Торон хашааны холбоотой стандарт нэр томъёолууд" Нэгдсэн жагсаалт. CLFMI: Торон хашаа Үйлдвэрлэгчдийн Институт.

VI - ТОДОРХОЙЛОЛТУУД:

Торон хийц – Дээд хэсэгт мушгих, доод хэсэгт зангидахаас бусад газарт ямарваа нэгэн зангилаа эсвэл мушгиа үүсгэлгүйгээр ороож, сүлжсэн төмөр утаснаас бүрдэх хийц.

Хэрээс - Торны дээд ба доод ирмэгт зэргэлдээх хос утсыг хооронд нь холбон сүлжсэн хэсэг. Хэрээс нь мушгих эсвэл зангидах хэлбэрээр байж болно.

Зангидсан хэрээс – Зэргэлдээх хос утсыг гогцоолон зангидсаныг хэлнэ .

Мушгисан хүрээс – Зэргэлдээх хос утсыг 1 ½ машины эргэлтээр мушгихыг хэлдэг бөгөөд энэ нь гурван бүтэн эргэлттэй тэнцэнэ.

Торны хэмжээ – Торыг бүрдүүлж буй утаснуудын хоорондох хамгийн бага зай.

Захын тулгуур шон – Торон хийцийн холбоосыг дуусгавар болгоход ашиглан бэхэлдэг шон; Үүнд төгсгөлийн тулгуур шон, булангийн тулгуур шон, хаалганы тулгуур шон, татах тулгуур шон зэрэг багтана. Захын тулгуур шонг хашааны төрөл өөрчлөгдөх эсвэл урт хашаа үргэлжлэх заагуудад тус тус суурилуулна.

Шугамын тулгуур шон – Захын тулгуур шон хооронд суурилуулагдах завсрын тулгуур шон.

VII - ТОРОН ХАШААГ СУУРИЛУУЛАХ

6-01 Бэлтгэл ажил:

Торон хашаа болон хаалгануудын схем зураглал бүхий мэдээллийг талбайн суурь судалгаа болон одоо байгаа барилга байгууламжуудтай уялдуулан баталгаажуулна. Талбайн хэмжээг талбайн дээр хийх хэмжилтээр шалган баталгаажуулна.

6-01.1 Одоо байгаа хашаа болон хуучин барилгын бүх хог хаягдлыг талбайгаас зайлуулж, холбогдох хууль журмын дагуу хаяна.

6-01.2 Хашааны шугам, хаалга, захын тулгуур шонгууд байрлах газарт тэмдэглэгээ бүхий гадас байршуулна. Тэмдэглээ хооронд 150 метр (500 фут) зайтай байх эсвэл тэмдэглэгээ хоорондын харагдах боломжтой зайд байршуулна. Газар доорх ямарваа нэгэн байгууламж болон эд зүйлс, талбай дээр дурсгалт зүйлс байгаа эсэхийг тус бүрийн байршлыг зааж өгнө.

6-01.3 Суурилуулах хашааны дагуу хоёр талд 1 метрийн хэмжээтэй талбайг цэвэрлэж, хог хаягдлыг хаяна. Ажлын төлөвлөгөөний зурагт цэвэрлэх, газар шорооны ажил хийгдэх шаардлагатай байршлуудыг тэмдэглэнэ.

6-02 Торон хашааны хүрээг суурилуулах:

Тулгуур шон, бэхжүүлэх утас, бэхэлгээний угсралтыг суурилуулах үйлдвэрлэгчийн зөвлөмжийг баталгаажуулан шалгана.

6-02.1

Тулгуур шон: Бүх тулгуур шонг ASTM F567-ийн стандартад заасны дагуу бетонон сууринд бэхлэн суурилуулна. Цутгах суурьний гүний хэмжээг үйлдвэрлэгчийн зөвлөмжийн дагуу гүйцэтгэх бөгөөд 1 метрээс багагүй байна. Цутгах суурьний гүний доод диаметрыг үйлдвэрлэгчийн зөвлөмжийн дагуу гүйцэтгэх бөгөөд 300 мм (12 инч) -ээс багагүй байна. Гүйдэггүй хаалганы тулгуур шонг суурилуулахад цутгах суурьний гүн нь 450 мм-ээс (18 инч) багагүй байна. Бетон суурийн дээд хэсэгт усны хаялгатай байна. Анхаарах: 5-аас доошгүй хоногийн турш бетон суурь бэхжих хүртэл торон хашааг суурилуулж болохгүй.

6-02.2 Бэхжүүлэх утас: Торон хийцний доод хэсгээс дээш чиглэлд 100 мм (4 инч), дээд талаас доод хэсэг хүртэл 100 мм (4 инч) зайд суурилуулагдана. Бэхжүүлэх утсыг салангид байдлаар сунгаж, захын тулгуур шонгуудын хооронд бэхлэгч ашиглан чангалан бэхэлнэ. Бэхжүүлэх утсыг шугаман тулгуур шонгуудтай төмөр утсаар холбон бэхэлнэ.

6-02.3 Тулгуур шонгийн бэхэлгээ угсралт: ASTM F 567-ийн стандартын дагуу хийж гүйцэтгэх бөгөөд хүндийн төвийг барьж, хашаа хоорондыг давхцуулна. Бэхэлгээг шугамын тулгуур шон болон төгсгөлийн тулгуур шонд суурилуулах бөгөөд өнцгийн тулгуур шон, татах тулгуур шонгуудын хоёр талд хийнэ. Хашааны дээд ирмэгт хүрээ замгүй тохиолдолд торон хийцийн 2/3 хүртэлх өндөрт хэвтээ бэхэлгээг хийж байрлуулна. Бэхэлгээг тулгуур шонгуудад аливаа ачаалал даах боломжийг бүрдүүлэн хүндийн төвийг сахин суурилуулна.

6-03 Торон хийцийг суурилуулах:

Торон хийцийг суурилуулахад үйлдвэрлэгчийн зөвлөмжийг баталгаажуулан шалгана.

6-03.1 Торон хийц: торон хийцийг хашааны хүрээний гадна талаас суурилуулна. Торон хийцийг захын тулгуур шонд холбон бэхэлнэ; бэхжүүлэх төмрийг бэхжүүлэгч утас ашиглан захын тулгуур шонд бэхлэх бөгөөд 305 мм (12 инч)-ээс дээшгүй диаметртай, 7.94 мм (5/16 инч) хэмжээтэй боолтоор бэхэлгээг хийж гүйцэтгэнэ.

Торон хийц нь ямарваа нэгэн байдлаар суларсан эсвэл унжсан байх ёсгүй бөгөөд 300 мм (12 инч)-ээс ихгүй тойрог зайтай шугамын тулгуур шонд төмөр утсаар бэхлэгдсэн байна. Торон хийцийг бэхжүүлэгч утсанд бэхлэгч цагираг төмрийг ашиглан 450 мм (18 инч)-ээс ихгүй тойрог зайтай холбон бэхлэнэ.

6-03.2 Торон хийцийг сайтар чангалах бөгөөд төв хэсэгт перпендикуляр өнцөгт 22.5 кг (50 фунт) татах хүч үйлчлэх үед торон хийц нь хамгийн ихдээ 50 мм (2 инч) ойлт өгөх хүртэл чангалж бэхэлнэ.

6-03.3 Төмөр утсыг тулгуур шон, хашааны замаар 360 градус ороож бэхлэх бөгөөд утасны хоёр үзүүрийг хамтад нь гурван бүтэн эргэлтээр мушгина. Илүүдэл утсыг тасалж, үзүүрийн хэсгийг гэмтэл үүсгэхээс сэргийлж нугалсан байна.

6-03.4 Хашааны торон хийцийн доод хэсгээр хүн нууцаар орохоос сэргийлсэн байхаар бэхэлнэ.

6-04 Өргөст торыг суурилуулах:

Өргөст торыг суурилуулахад үйлдвэрлэгчийн зөвлөмжийг баталгаажуулан шалгана.

6-04.1 Өргөст тор: Сунгаж чангалсан, сунах эсвэл унжаагүй, захын тулгуур шон болон шугамын тулгуур шон хооронд суурилуулан бэхлэгдсэн байна. Өргөст торыг захын тулгуур шонгуудад бэхлэгч ашиглан холбоно.

6-05 Хаалгыг суурилуулах:

Гүйдэггүй хаалга: Гүйдэггүй хаалгыг суурилуулахдаа ASTM F 567-ийн стандартын дагуу ажиллана. Гүйдэггүй хаалга нь дотогшоо онгойдог байна. Хаалгыг хаалттай байрлалтай байх үед газраас 75 мм (3 инч)-ээс дээш зайтай байхаар суурилуулна. Хаалганы савлах хэсгийн доод талбай нь хаалганы ажиллагааг бүрэн хангахаар зохион байгуулагдсан байна.

6-06 Эрэг, боолт:

Боолт: Холболт хийхдээ боолтын толгойг хашааны дотор тал руу харуулан бэхэлнэ. Бэхэлгээнд ашигласан бүх боолтыг салгаж авахаас урьдчилан сэргийлж тавлаж хадна.

6-07 Хашааны цахилгаан газардуулга:

Газардуулга: 100 метр (110 ярд) тутамд хашаанд хэмжээ-10 утсаар болон торны хийцэд холбогдсон 1.8 метр (6 фут) урттай газардуулгыг суурилуулна.

6-08 Цэвэрлэгээ:

Цэвэрлэгээ: Хашааны талбайд суурилуулалтын үед үүссэн хог хаягдлыг бүрэн цэвэрлэсэн байна.

VIII – ЧАНАРЫН БАТАЛГАА

7-01 Шаардагдах ажлын туршлага:

ASTM F567-ийн стандартын дагуу ижил төстэй төсөлд амжилттай ажиллаж оролцож байсан, 5-аас доошгүй жил хашаа барьж суурилуулах ажилд ажилласан туршлагатай хашааны барилга угсралтын компани байна.

Торон хашаа болон хаалганы эх үүсвэрт тавигдах хязгаарлалтууд:

Торон хашааны гаднах байдал, физик шинж чанарын хувьд жигд байх торон хашаа, хаалгыг нийлүүлэхийн тулд хашаа болон хаалганы өнгө, зэрэглэл, хийц, төрөл болон бүрэлдэхүүн хэсгүүдийг хангах нөөц боломжтой нэг эх сурвалжаас авч ашиглана.

7-02 Хэмжилт хийх аргачлал:

Торон хашааны хэмжилтийг шугаман фут хэмжилтийн аргаар гүйцэтгэж, торон хийцийн налуу дагуу хэмжих бөгөөд хаалганы уртыг хэмжилтэд оруулахгүй. Хаалганы хэмжилтийг угсарсан, суурилуулсан, бүрэн гүйцэд байрлуулсан нэгж тус бүрээр хийж гүйцэтгэнэ. Хос хаалгыг нэг нэгж гэж авч үзнэ. 3 давхар бүхий өргөст торыг шугаман фут хэмжилтийн аргаар хашааны налуу дагуу хэмжих боловч хаалганы хэсгийг хэмжилтэд оруулахгүй.

7-03 Туршилтууд:

Гүйцэтгэгч нь Барилга байгууламж хариуцсан газрын менежерт бетон зуурмагийн урсах чадвар, бетоны шахалтын бат бөх байдлын судалгааны дээжийн үр дүнг тус тус хүргүүлнэ.

7-04 Хяналт шалгалт:

Барилга байгууламж хариуцсан газрын төлөөлөгч нь энэ ажлын хүрээнд V-р хэсэгт заасан алхам бүрийг хийж гүйцэтгэсний дараа ажлын гүйцэтгэлийг шалгана. Гүйцэтгэгчийг шалгалтын хяналтын хуудсанд зохих гарын үсгийг зуруулаагүй тохиолдолд ажлыг үргэлжлүүлэх зөвшөөрөл олгохгүй (хавсралт А.)

7-05 Гүйцэтгэлийн хуваарь:

Гүйцэтгэгч нь төслийн нийт үргэлжлэх хугацаа/ажиллагаа бүрт зарцуулах хугацааг харуулсан төслийн гүйцэтгэлийн хуваарийг боловсруулж ирүүлнэ. Төслийн үргэлжлэх хугацаа нь мэдүүлсэн ажлыг эхлүүлэх огнооноос (NTP) хойш зургаан сараас (180 хоног)

илүүгүй хугацаа байна. Гүйцэтгэгч нь тус ажлын хуваарийг тендерийн бүх баримт бичгийн хамт ирүүлнэ.

7-06 Ажлыг дуусгах:

Гүйцэтгэгч болон АНУ-ын Засгийн Газар нь хяналтын хуудсын дагуу шалгалтыг хийж гүйцэтгэнэ. Гүйцэтгэгч болон АНУ-ын Засгийн Газар ажлын эцсийн шалгалтыг хамтран гүйцэтгэх бөгөөд ажил гүйцэтгэх тендерийн баримт бичигт заасан бүх шаардлагуудын дагуу ажлыг бүрэн гүйцэтгэсэн эсэхийг шалгаж, хэрэв бүрэн гүйцэтгэсэн бол ажлын гүйцэтгэлийн баримт бичигт гарын үсэг зурна.

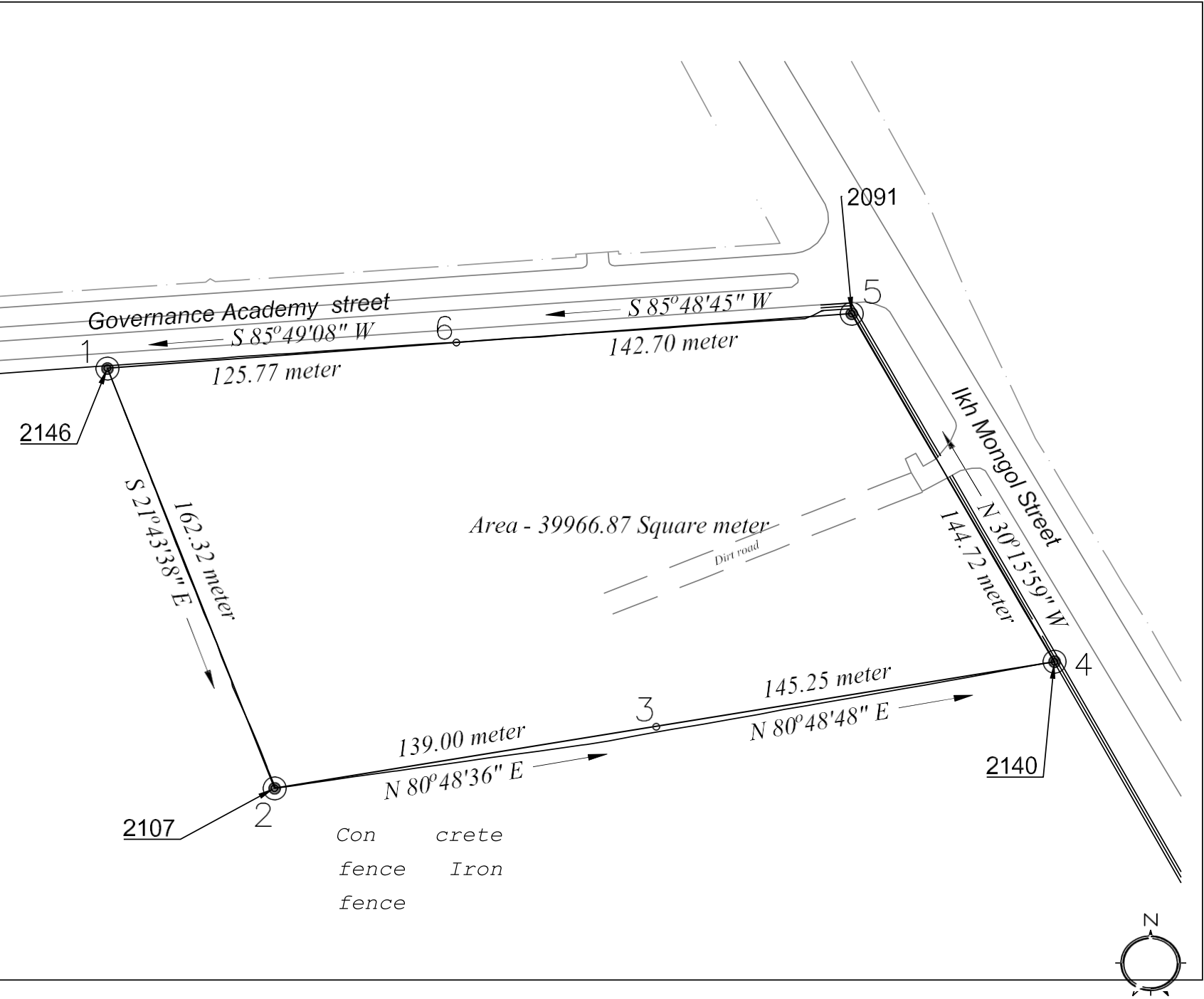
8-01 Хавсралтууд:

- a) Төслийн талбайн хил хязгаарыг тогтоох судалгаа
- b) Төслийн талбайг дээрээс авсан фото зураг
- c) Төслийн талбайн онцлог шинжүүдийг харуулсан газрын зураг

**АЖИЛ ГҮЙЦЭТГЭХ ТЕНДЕРИЙН
БАРИМТ БИЧГИЙН ТӨГСГӨЛ**

Хил хязгаарын судалгаа

ХАЯГ: Хан-Уул дүүрэг, 15-р хороо, Улаанбаатар хот, Монгол улс



ОГНОО: 11/23/2019

Нэгж газрын координат - WGS84

Дугаар	Өргөрөг	Урт
1	47 53 46.719936	106 55 52.864605
2	47 53 46.112359	106 55 46.232605
3	47 53 46.719936	106 55 52.864605
4	47 53 47.354451	106 55 59.794841
5	47 53 51.459749	106 55 56.434366
6	47 53 51.237703	106 55 49.570867

Нэгж газрын координат -UTM-48 North

Дугаар	N	E	Өндөр	Урт	Байрлал
1	5306709.780	644158.540	1290.320	162.32	1-2
2	5306558.990	644218.630	1290.680	139.00	2-3
3	5306581.190	644355.850	1291.260	145.25	3-4
4	5306604.380	644499.240	1291.790	144.72	4-5
5	5306729.370	644426.300	1291.510	142.70	5-6
6	5306718.950	644283.980	1291.760	125.77	6-1

НИЙТ ТАЛБАЙ: 39966.9 квадрат метр

Installed boundary permanent mark coordinate - UTM-48 North

Дугаар	N	E	Өндөр	Урт	Байрлал
2146	5306709.791	644158.542	1290.683	162.33	1-2
2107	5306558.993	644218.647	1290.683	284.04	2-3
2140	5306604.374	644499.038	1290.683	144.72	3-4
2091	5306729.413	644426.182	1290.683	268.36	4-1

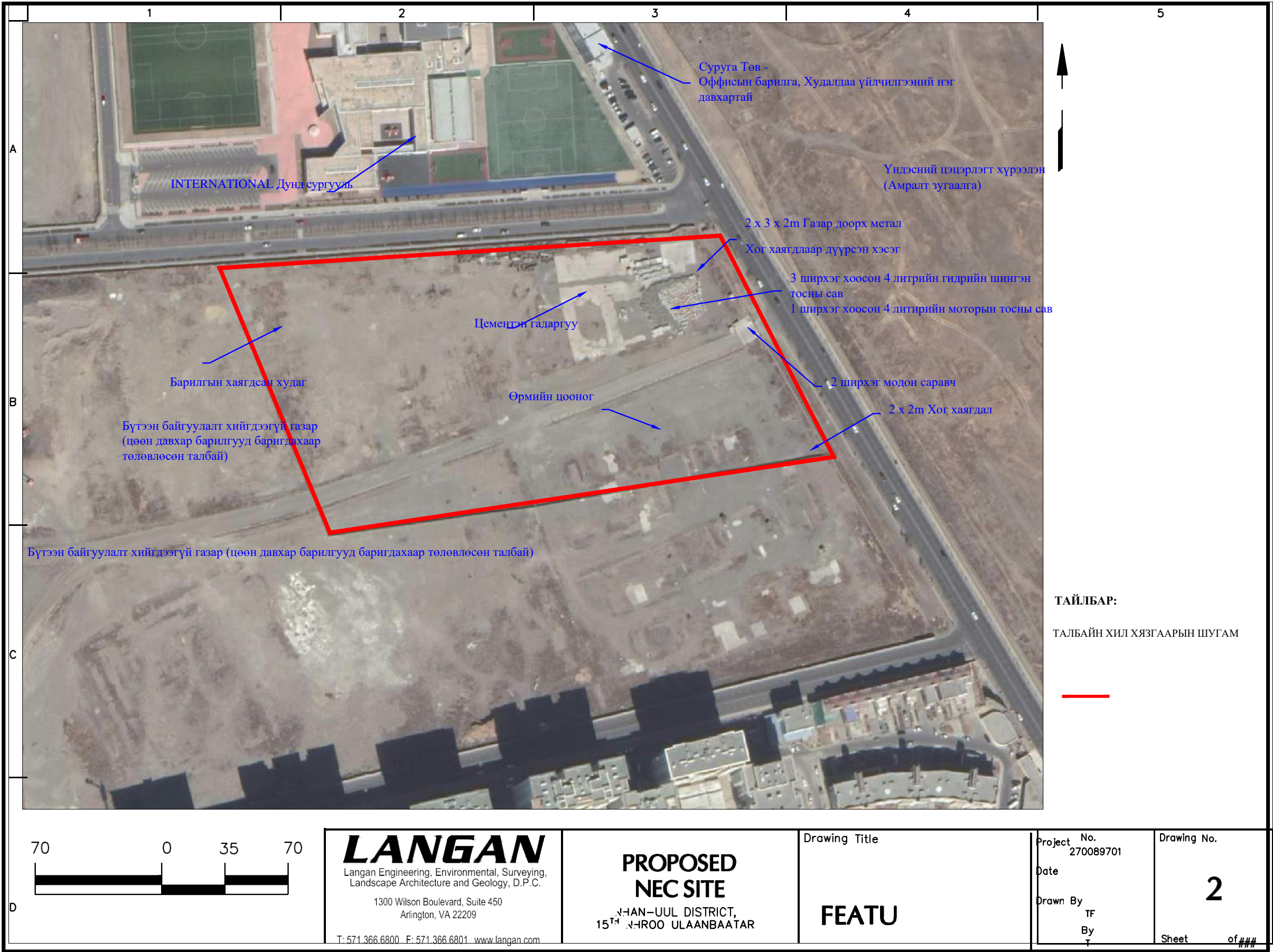
НИЙТ ТАЛБАЙ: 39952.5 квадрат метр

Боловсруулсан: "ЖЕОКАД" ХХК

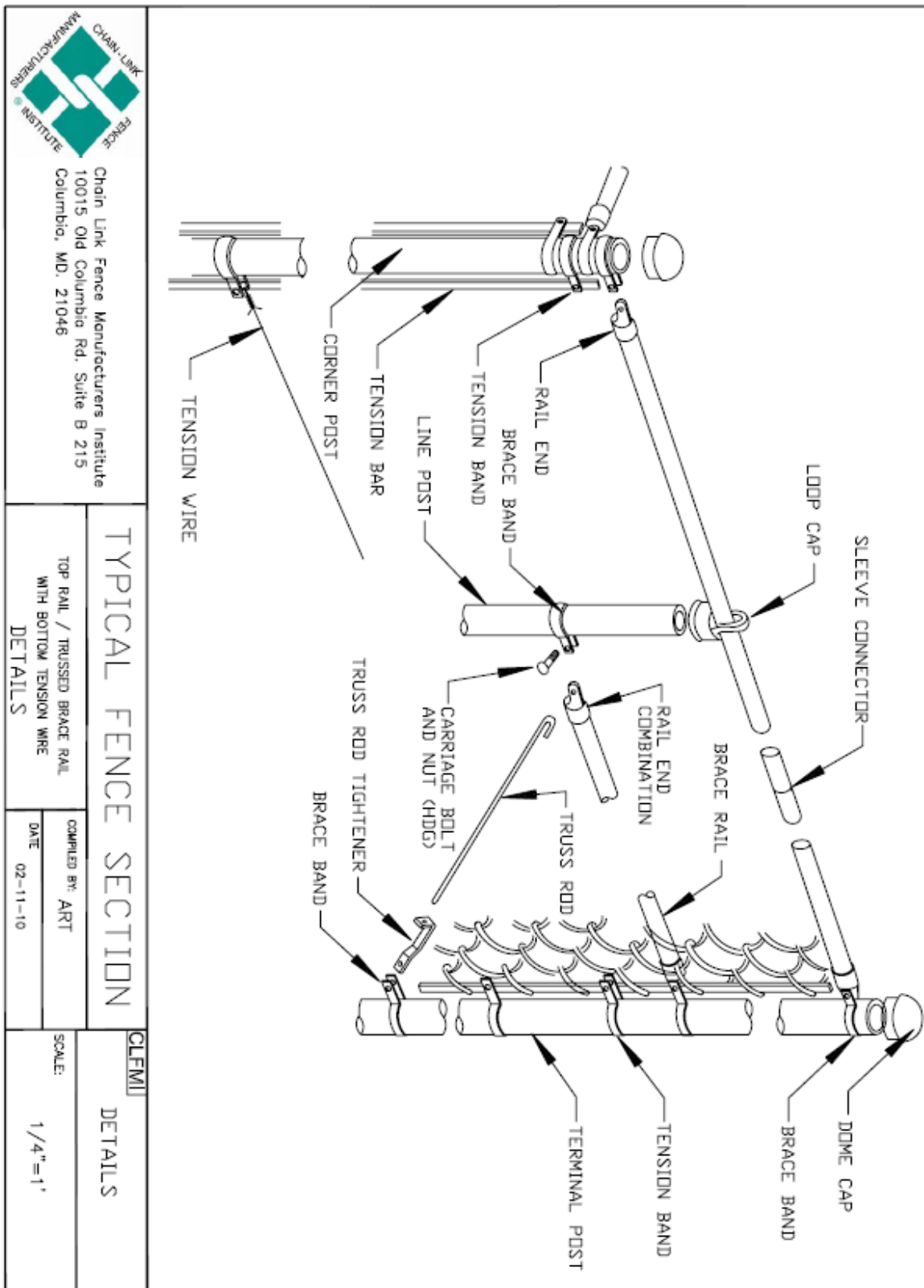
АНУ-ын Элчин сайдын яам –
Улаанбаатар хот, Монгол улс

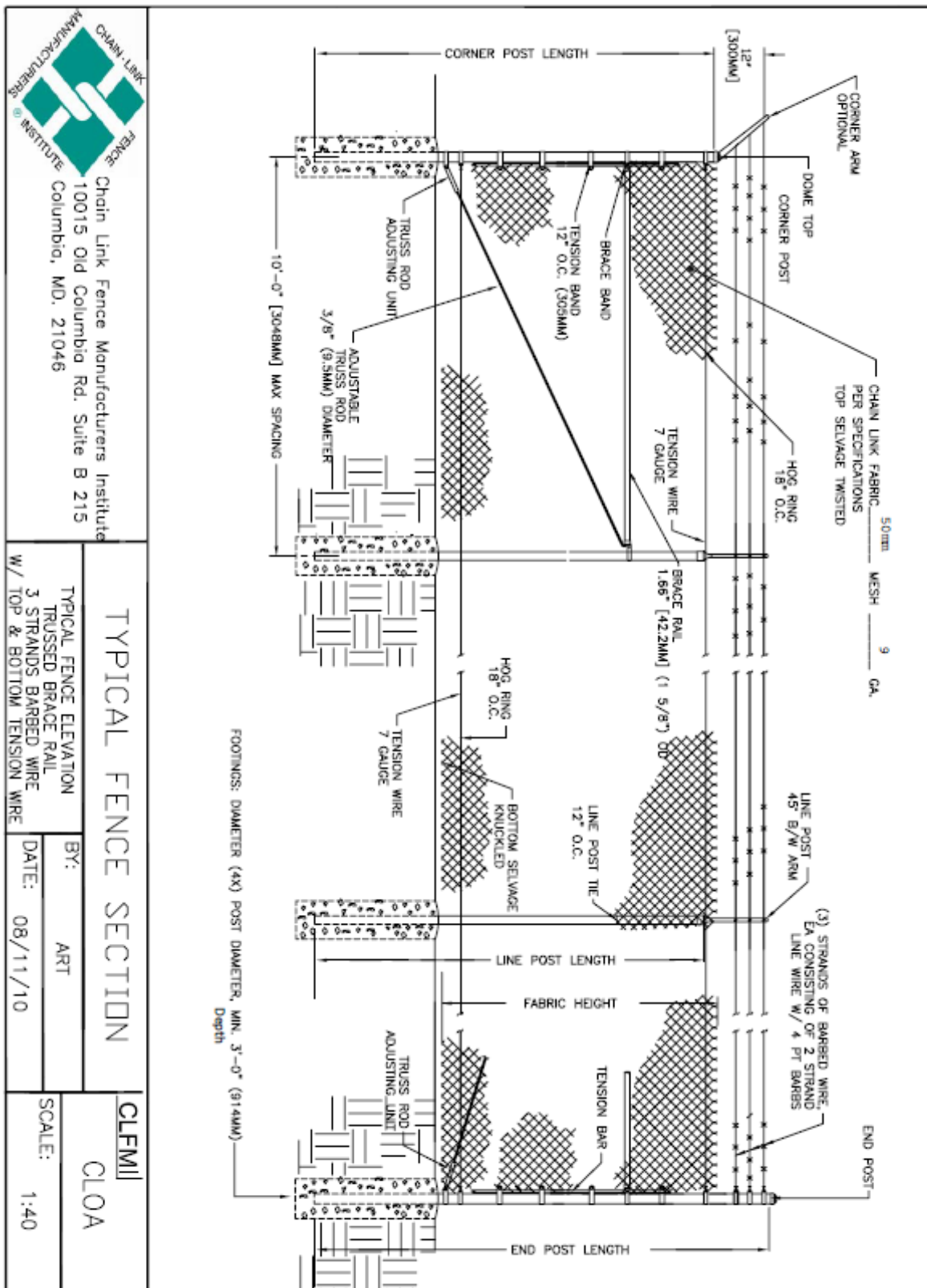






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Chain Link Fence Manufacturers Institute
10015 Old Columbia Rd. Suite B 215
Columbia, MD. 21046

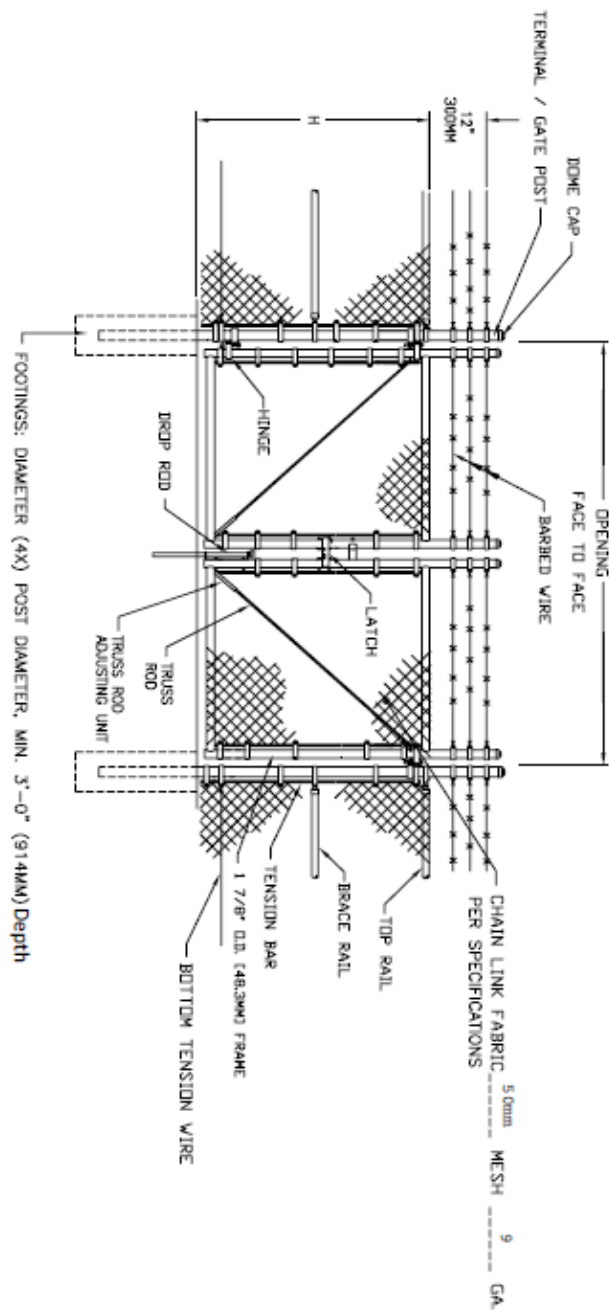
TYPICAL FENCE SECTION

TYPICAL FENCE ELEVATION TRUSSED BRACE RAIL 3 STRANDS BARBED WIRE W/ TOP & BOTTOM TENSION WIRE	<div style="display: flex; justify-content: space-between;"> <div> BY: ART DATE: 08/11/10 </div> <div> SCALE: 1:40 </div> </div>
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CLFMI

CLOA



NOTE:
1. VERTICAL AND HORIZONTAL MEMBERS MAXIMUM 8' O.C.

GATE PLAN

NOM HEIGHT (H)	
6'-0"	OR 6+1=7'
7'-0"	OR 7+1=8'
8'-0"	OR 8+1=9'

CHAIN-LINK FENCE MANUFACTURERS INSTITUTE
Chain Link Fence Manufacturers Institute
10015 Old Columbia Rd. Suite B 215
Columbia, MD. 21046

TYPICAL DOUBLE SWING GATE
3 STRANDS BARBED WIRE
(OPTIONAL)

CLEMI
CLGA-2
BY: ART
DATE: 02/11/10
SCALE: 1:40

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Paragraphs	Performance Threshold
<u>Services.</u> Performs all services for Fencing project set forth in the scope of work.	_I_ thru _VIII_	All required services are performed and no more than three (3) customer complaints are received.

1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
2. STANDARD. The performance standard is that the Government receives no more than three (3) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.
3. PROCEDURES.
 - (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
 - (b) The COR will complete appropriate documentation to record the complaint.
 - (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
 - (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
 - (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
 - (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
 - (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
 - (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) is incorporated by reference. (see SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (*31 U.S.C. 3553*).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (*19 U.S.C. 3805 note*)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

— (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) (*41 U.S.C. 4704* and *10 U.S.C. 2402*).

— (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (*41 U.S.C. 3509*)).

— (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (*31 U.S.C. 6101 note*).

— (5) [Reserved].

— (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

— (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (*31 U.S.C. 6101 note*).

— (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (*41 U.S.C. 2313*).

— (10) [Reserved].

— (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021 2020) (*15 U.S.C. 657a*).

— (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (*15 U.S.C. 657a*).

— (13) [Reserved]

— (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (*15 U.S.C. 644*).

— (ii) Alternate I (MAR 2020) of 52.219-6.

— (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (*15 U.S.C. 644*).

— (ii) Alternate I (MAR 2020) of 52.219-7.

— (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (*15 U.S.C. 637(d)(2)* and (3)).

— (17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (*15 U.S.C. 637(d)(4)*).

— (ii) Alternate I (NOV 2016) of 52.219-9.

— (iii) Alternate II (NOV 2016) of 52.219-9.

— (iv) Alternate III (JUN 2020) of 52.219-9.

— (v) Alternate IV (JUN 2020) of 52.219-9

— (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (*15 U.S.C. 644(r)*).

— (ii) Alternate I (MAR 2020) of 52.219-13.

— (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (*15 U.S.C. 637(a)(14)*).

— (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (*15 U.S.C. 637(d)(4)(F)(i)*).

— (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (*15 U.S.C. 657f*).

— (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (*15 U.S.C. 632(a)(2)*).

— (ii) Alternate I (MAR 2020) of 52.219-28.

— (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (*15 U.S.C. 637(m)*).

— (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (*15 U.S.C. 637(m)*).

— (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (*15 U.S.C. 644(r)*).

— (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (*15 U.S.C. 637(a)(17)*).

— (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

— (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

— (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

— (ii) Alternate I (FEB 1999) of 52.222-26.

— (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

— (ii) Alternate I (JUL 2014) of 52.222-35.

— (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

— (ii) Alternate I (JUL 2014) of 52.222-36.

— (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

— (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35) (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

— (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

— (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

— (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

— (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

— (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (OCT 2015) of 52.223-13.

— (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun2014) of 52.223-14.

— (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

— (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

— (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

— (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

— (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

— (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

— (ii) Alternate I (JAN 2017) of 52.224-3.

— (48) 52.225-1, Buy American-Supplies (JAN2021) (41 U.S.C. chapter 83).

— (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

— (ii) Alternate I (JAN 2021) of 52.225-3.

— (iii) Alternate II (JAN 2021) of 52.225-3.

— (iv) Alternate III (JAN 2021) of 52.225-3.

— (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

— (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

— (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

— (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

— (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

— (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

— (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

— (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

— (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

— (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

— (ii) Alternate I (APR 2003) of 52.247-64.

— (iii) Alternate II (FEB 2006) of 52.247-64.

(c) Reserved

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reserved.

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) *Definitions.* As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
- (5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS and COMMERCIAL ITEMS (JAN 2022)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and 1 copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(a) The COR for this contract is FAC Manager

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2021), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out. An offeror may provide pricing for Option 1, Option 2, or for both options.

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>]

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

1. List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Mongolia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work.
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for Fence Installation Project services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained.
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
5. The offeror shall provide DUNS number. The US Embassy will use this information to check for exclusions in the System for Award Management (SAM). At the time of the close of this solicitation, the offeror must be registered and listed in SAM.gov with no exclusions. The Government will not make any award to any offeror that is not registered with SAM or that is listed in SAM with exclusions.
6. Electronic submission will not be accepted.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on April 14, 2022 (date) at 9 am (local time) at the New Embassy Compound (NEC) and April 14, 2022 at 11 am the US Embassy (location). Prospective offerors/quoters should contact procurement at Ulaanbaatar-Procurement@state.gov for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:
652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name] , at [insert telephone and fax numbers] . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a

service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following:

ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern*. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern)*. The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) *HUBZone small business concern*. The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*
(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.*

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.*

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

Line Item No.	Country of Origin
_____	_____
_____	_____

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also

constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation.

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors

from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions*. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN
CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—
REPRESENTATION AND CERTIFICATIONS (JUN 2020)